

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 65		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W81XWH-11-R-0373		6. SOLICITATION ISSUE DATE 24-Aug-2011	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME TERRY G. BICE			b. TELEPHONE NUMBER (No Collect Calls) 301-619-6837		8. OFFER DUE DATE/LOCAL TIME 12:00 PM 09 Sep 2011	
9. ISSUED BY USA MED RESEARCH ACQ ACTIVITY 820 CHANDLER ST FORT DETRICK MD 21702-5014  TEL: FAX:		CODE W81XWH	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS:			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12. DISCOUNT TERMS
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE	16. ADMINISTERED BY  CODE					
17a. CONTRACTOR/OFFEROR  TEL.  FACILITY CODE		CODE	18a. PAYMENT WILL BE MADE BY  CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	<b>SEE SCHEDULE</b>							
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:					

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p><b>SEE SCHEDULE</b></p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
		42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

## Section SF 30 - BLOCK 14 CONTINUATION PAGE

QUESTIONS AND ANSWERS**SUMMARY OF CHANGES**

The following have been modified:

QUESTIONS/ANSWERS

<p><b>Question:</b> Can we submit our Proposal (Volumes 1, 2 and 3) on a company letter-head? <b>Answer:</b> Yes</p>
<p><b>Question:</b> Pages 33 to 46 (52.212-3) represent Offeror Representations and Certifications must be done by Offeror or by authority from USAMRAA? However, if Offeror is registered annually on ORCA website we probably don't need to do anything? Please, clarify. <b>Answer:</b> If the offeror is registered in ORCA there is no need to fill out the certifications in this provision.</p>
<p><b>Question:</b> There are number of Contractor Requirements listed in the solicitation. Do we need to include those requirements and/or just affirm our compliance with these requirements in our proposal? <b>Answer:</b> The Offerors need to demonstrate in their technical proposals that they can meet all the requirements of the PWS. However, if any of the requirements in the PWS are perceived by the offeror as not being technically feasible, please provide an explanation of why these requirements cannot be met.</p>
<p><b>Question:</b> There are a number of Contract Clauses incorporated by reference or by full text in the solicitation. Do we need to include those clauses and/or affirm our compliance with these clauses in our proposal? <b>Answer:</b> The Offeror is responsible for understanding and complying with all the applicable clauses. Clauses Incorporated by Reference IAW Clause 52.252-2 can be viewed at <a href="http://farsite.hill.af.mil/">http://farsite.hill.af.mil/</a></p>
<p><b>Question:</b> Page 55. (b) Small Business Participation. Do we need somehow reflect it or not because we are currently not small business and scope of required work will be accomplished by small number of employees without any subcontractors from small businesses? <b>Answer:</b> Each Offeror shall respond to this requirement by stating whether or not they expect to utilize small business concerns. If small business concerns are not available, so state.</p>
<p><b>Question:</b> Page 52. Proposal formatting. There is a comment about "spacing" as "Single-spacing between lines of text; double-sided (duplex)". "Single-spacing" it is obvious but what it means "double-sided (duplex)" in the electronic format? <b>Answer:</b> The "double-sided (duplex)" printing option is only applicable to hard copy submittals. This solicitation calls for electronic files to be submitted via email.</p>
<p><b>Question:</b> Do we need to include complete CV for Key Personnel or short-bio will suffice because some of our CV are more than 30 pages and Volume I/Technical Proposal must be no more than 50 pages? <b>Answer:</b> All that is required is a resume or narrative stating that the proposed personnel have the requisite qualifications and skills to successfully perform the requirements.</p>
<p><b>Question:</b> For Volume 3 we suppose to include signed SF 1449 but then it will be PDF file with the signature. Is this acceptable? <b>Answer:</b> Yes</p>
<p><b>Question:</b> Page 15. Safeguard of Information, do we need to acknowledge it or it is not necessary? <b>Answer:</b> This is a requirement for the successful offeror during the performance of the contract after award.</p>
<p><b>Question:</b> Is it all right not to have name of the fourth neurosonographer who in case of us receiving contract will be dispatched to LRMC? <b>Answer:</b> Yes, this position in the proposal can be filled by a "to be named" neurosonographer who meets the requirements for the position as outlined in the PWS.</p>
<p><b>Question:</b> In the Volume II there is a table that reflects Past Performance information and Contract Type? We have</p>

currently contract W81XWH-08-C-0759 but what is the answer for what of "Type of Contract" we have now?

**Answer:** The current contract is a Firm Fixed Price contract.

**Question:** Page 54. In the Past Performance/Performance Risk it is clear everything what is related to Past Performance. Any clarifications relevant to "Performance Risk"? **Answer:** Performance Risk in this instance is not relevant to the offeror's response. The information provided by the offeror in this section is used by the Government to assess performance risk.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Transcranial Doppler Program FFP Clinical/Program Management for TCD program oversight at Central Laboratory; four (4) senior neurosonologists for proctoring, monitoring, and technical and/or clinical support at military medical centers; neurologist for study interpretation at Central Laboratory; and provide dedicated telecommunications services between MTFs and Central Laboratory. Contractor shall provide services in accordance with the Performance Work Statement. FOB: Destination	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Implement TCD Program at LRMC FFP Stand up TCD services at Landstuhl Regional Medical Center (LRMC) to include integration of proposed TCD program into existing services for TBI patients and present a TCD capabilities in-service briefing (grand rounds) to attending physicians at LRMC. This includes all activities necessary to initiate operational TCD program at LRMC. FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	TCD Testing Services COST Transcranial Doppler Testing of Patients with traumatic brain injury (TBI) at WRNMC, SAMMC, LRMC. Contractor shall provide services in accordance with the Performance Work Statement. The Government estimates these services at \$170,000.00 per year. FOB: Destination		Lot		
				ESTIMATED COST	NTE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Travel COST Travel as needed to execute TCD program in accordance with the Performance Work Statement. Not to Exceed (NTE) \$10,000.00. FOB: Destination		Lot		
				ESTIMATED COST	NTE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005					

Contractor Manpower Reporting (CMR)  
FFP

Input of the accounting for contract services information in the website operated and maintained by the Assistant Secretary of the Army (Manpower & Reserve Affairs). See the "Contractor Manpower Reporting" paragraph in Section C for specific reporting information. The Unit Identification Code (UIC) for the U.S. Army Medical Research and Materiel Command (USAMRMC) is W03JAA. The DODAAC for USAMRMC is W23RYX. Contractor Manpower Reporting is an annual requirement. The reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year. The contractor shall provide evidence of compliance with the CMR requirement to the COR, Contract Specialist, and Contracting Officer no later than 30 November of each calendar year.

FOB: Destination

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION					

Transcranial Doppler Program  
FFP

Clinical/Program Management for TCD program oversight at Central Laboratory; four (4) senior neurosonologists for proctoring, monitoring, and technical and/or clinical support at military medical centers; neurologist for study interpretation at Central Laboratory; and provide dedicated telecommunications services between MTFs and Central Laboratory. Contractor shall provide services in accordance with the Performance Work Statement.

FOB: Destination

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	TCD Testing Services FFP Transcranial Doppler Testing of Patients with traumatic brain injury (TBI) at WRNMC, SAMMC, LRMC. Contractor shall provide services in accordance with the Performance Work Statement. The Government estimates these services at \$170,000.00 per year. FOB: Destination		Lot		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 OPTION	Travel COST Travel as needed to execute TCD Program in accordance with the Performance Work Statement. Not to Exceed (NTE) \$5,000.00. FOB: Destination		Lot		

ESTIMATED COST

NTE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004 OPTION	Contractor Manpower Reporting (CMR) FFP				

Input of the accounting for contract services information in the website operated and maintained by the Assistant Secretary of the Army (Manpower & Reserve Affairs). See the "Contractor Manpower Reporting" paragraph in Section C for specific reporting information. The Unit Identification Code (UIC) for the U.S. Army Medical Research and Materiel Command (USAMRMC) is W03JAA. The DODAAC for USAMRMC is W23RYX. Contractor Manpower Reporting is an annual requirement. The reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year. The contractor shall provide evidence of compliance with the CMR requirement to the COR, Contract Specialist, and Contracting Officer no later than 30 November of each calendar year.

FOB: Destination

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	Transcranial Doppler Program FFP				

Clinical/Program Management for TCD program oversight at Central Laboratory; four (4) senior neurosonologists for proctoring, monitoring, and technical and/or clinical support at military medical centers; neurologist for study interpretation at Central Laboratory; and provide dedicated telecommunications services between MTFs and Central Laboratory. Contractor shall provide services in accordance with the Performance Work Statement.

FOB: Destination

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	TCD Testing Services FFP Transcranial Doppler Testing of Patients with traumatic brain injury (TBI) at WRNMC, SAMMC, LRMC. Contractor shall provide services in accordance with the Performance Work Statement. The Government estimates these services at \$170,000.00 per year. FOB: Destination		Lot		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	Travel COST Travel as needed to execute TCD Program in accordance with the Performance Work Statement. Not to Exceed (NTE) \$5,000.00. FOB: Destination		Lot		

ESTIMATED COST

NTE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004 OPTION	Contractor Manpower Reporting (CMR) FFP				

Input of the accounting for contract services information in the website operated and maintained by the Assistant Secretary of the Army (Manpower & Reserve Affairs). See the "Contractor Manpower Reporting" paragraph in Section C for specific reporting information. The Unit Identification Code (UIC) for the U.S. Army Medical Research and Materiel Command (USAMRMC) is W03JAA. The DODAAC for USAMRMC is W23RYX. Contractor Manpower Reporting is an annual requirement. The reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year. The contractor shall provide evidence of compliance with the CMR requirement to the COR, Contract Specialist, and Contracting Officer no later than 30 November of each calendar year.

FOB: Destination

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NET AMT

## PERFORMANCE WORK STATEMENT

DEPARTMENT OF ARMY  
UNITED STATES MEDICAL RESEARCH  
ACQUISITION ACTIVITY (USAMRAA)  
PERFORMANCE WORK STATEMENT (PWS)

U.S. ARMY MEDICAL DEPARTMENT TRANSCRANIAL DOPPLER PROGRAM  
TRANSCRANIAL DOPPLER SERVICES FOR PATIENTS WITH TRAUMATIC BRAIN INJURY

### **SECTION C1 – DESCRIPTION OF SERVICES**

#### **INTRODUCTION**

It is established that a majority of patients who suffer from a traumatic brain and/or blast injury will have cerebral vasospasm. Over the past 5 years, approximately 30% of severe wartime traumatic brain injury (TBI) patients experienced cerebral ischemia as a result of the secondary compromise from Blast-Induced Cerebral Vasospasm.

Today, the use of the Transcranial Doppler (TCD) —brain ultrasound—to assess and monitor cerebral vasospasm is the minimum standard of care. It is well-known that TCD allows for interrogation of the cerebral circulation in a safe, noninvasive, repeatable and cost-effective manner. TCD represents an ideal modality for following disease progression, therapeutic, radiological or surgical revascularization, stages of recovery and long-term therapeutic effects

Military physicians—mainly neurologists and neurosurgeons-- located at military medical centers need immediate access to comprehensive TCD Services in order to ensure the highest quality of neurology care for wounded

warriors. Preventing irreversible neurological injury is imperative to ensuring their future independence, quality of life and in some their very survival.

The U.S. Army Surgeon General is sponsoring the TCD Program as part of the Army Medical Department (AMEDD) overall TBI Action Plan. This program offers comprehensive services-- which includes the use of telemedicine to distribute services at a distance.

### **TCD PROGRAM DESCRIPTION**

The TCD Program is part of the U.S. Army Surgeon General's overall Traumatic Brain Injury (TBI) Action Plan. It was developed to address the need for timely assessment of cerebral vascular injuries such as vasospasm from TBI. The AMEDD TCD Program uses a comprehensive approach to assessing and monitoring cerebral vascular activities utilizing a central laboratory for oversight and management of this important medical capability. This program, managed by the Telemedicine and Advanced Technology Research Center (TATRC), has implemented an enhanced level of support for clinicians by providing rapid response to TBI through transcranial ultrasound testing and interpretation. It has served as a vital component of the Neuro-Critical Care Service for the National Capitol Neurosurgery Consortium—which includes Walter Reed Army Medical Center (WRAMC), the National Naval Medical Center (NNMC) – herein referred to as Walter Reed National Medical Center (WRNMC), as well as Brooke Army Medical Center (BAMC) and Wilford Hall Medical Center – herein referred to as San Antonio Military Medical Centers (SAMMC), representing a tri-service approach and providing a capability to areas that previously did not exist. Given the need for early detection, the program will be expanded to Landstuhl Regional Medical Center (LRMC), bringing a capacity for early detection closer to the point of injury.

The TCD Program will ensure a comprehensive approach to TCD services by implementing a Central Laboratory for oversight and management of this important medical capability. In addition to the traditional TCD testing and interpretations for WRNMC and SAMMC, this program will implement an enhanced level of support for clinicians at LRMC.

### **PROGRAM OBJECTIVES**

The TCD Program will ensure that physicians at WRNMC, SAMMC, and LRMC will have access to a comprehensive TCD service to ensure the highest standard of neurological care for wounded warriors suffering from brain injury.

The TCD Program will ensure the following:

TCD testing and rapid interpretation of studies is available to all participating sites.

### **PERIOD OF PERFORMANCE**

12 Months for base contract with two (2) 12-month option periods.

### **SCOPE OF WORK**

The Contractor will provide services as the TCD Central Laboratory and in collaboration with WRNMC/SAMMC/LRMC. The Contractor shall design, implement and operate a TCD Program to include the following services:

- TCD Program set-up
- TCD In-service
- TCD 24/7/365 On-site and remote support
- TCD Monitoring and Testing

## TCD Interpretation

The contractor shall implement a TCD program that ensures continuity of care, building on and augmenting the existing TCD services at WRNMC and SAMMC and expanding to LRMC.

Task 1: The Contractor shall participate in implementation and shall provide program management services for ongoing program operations.

The Contractor shall participate in implementation planning --which includes the initial set-up of the TCD Program, at LRMC.

The Contractor shall be responsible for the assimilation of protocols and procedures for the TCD program. This includes a protocol for site qualification, a protocol for quality assurance review and scoring of all TCD performance data, and the design of case report forms to be used to record TCD data.

The Contractor shall install, configure, test and implement the TCD program at the Contractor's Central Laboratory.

The Contractor shall develop and integrate with existing TCD operations manual to guide the conduct for use of the TCD service.

The Contractor shall confirm equipment specifications to be met for TCD studies and insure that each specific TCD procedure meets these specifications.

The Contractor shall provide grand round presentations on TCD capabilities at WRNMC, SAMMC, and LRMC.

The Contractor shall provide monthly reports on the status of the TCD Program --reporting on the number of TCD studies conducted at each site, and any outstanding issues effecting performance of the TCD Program.

Task 2: The Contractor shall provide neurosonologists to deliver TCD testing services at WRNMC, SAMMC, and LRMC.

The Contractor shall provide a Clinical Manager to supervise neurosonologists. The Clinical Manager shall be on-call 24/7/365 via a pager. The Clinical Manager shall routinely evaluate the performance on neurosonologists for quality assurance purposes.

Under the direction and supervision of the Clinical Manager, a senior neurosonologist shall be on-call to deliver 24/7/365 services at each of the participating military medical centers (WRNMC, SAMMC, and LRMC). All neurosonologist should be reachable by pager. All neurosonologist shall report on-site to the requesting physician within one (1) hour of receiving a "stat" request and as required for routine requests.

Task 3: The Contractor shall provide TCD monitoring, testing and interpretation services at WRNMC, SAMMC, and LRMC:

The Contractor shall provide TCD bedside monitoring and testing services as requested by attending physicians.

The Contractor shall conduct TCD monitoring in the operating room and interventional neuroradiology suites. The volume is anticipated not to exceed (NTE) fifteen (15) monitoring sessions per year in these particular settings.

The Contractor shall interpret TCD studies performed over a 12- month period. Volume is anticipated not to exceed 850 total tests. Other TCD procedures (bubble TCD, VMR and emboli monitoring) will not exceed 100 tests per year.

The Contractor shall provide a Neurologist with knowledge of TCD to interpret all TCD studies.

The Contractor shall provide interpretation of “stat” TCD studies within 30 min. All other routine studies shall be reported within 24 hours of completion.

The Contractor shall maintain a dedicated telecommunications infrastructure to ensure optimal performance in transmitting TCD data to the Central Laboratory for interpretation.

The contractor shall provide a monthly report that details performance throughout the month to listing the specific TCD services performed to include quantities of all tests and other services provided. The monthly report must accompany monthly invoices to justify amounts billed.

#### **DELIVERABLE (S)**

<b>#</b>	<b>Deliverable (s)</b>	<b>Schedule of Delivery</b>
1	Integration of proposed TCD program into existing TCD services at WRNMC and SAMMC.	30 days from contract award
2	Present TCD capabilities in-service (grand rounds) for physicians at LRMC	60 days from contract award
3	TCD testing and interpretation at WRNMC and SAMMC	30 days from contract award
4	Configuration, implementation and testing at LRMC	90 days from contract award
5	Monthly Reports to COR	NLT 10 day after the end of report period

#### **GOVERNMENT FURNISHED EQUIPMENT**

The Government will provide the TCD imaging equipment for WRNMC, SAMMC, and LRMC.

#### **OTHER EQUIPMENT AND TELECOMMUNICATIONS**

The Contractor shall provide a telecommunications infrastructure to support the optimal performance of the TCD Program.

#### **TRAVEL**

The Contractor will be required to travel to Landstuhl Regional Medical Center in Germany to perform TCD installation and implementation. Travel will also be required to Walter Reed National Medical Center in Bethesda, Maryland, and Brooke Army Medical Center in San Antonio, Texas for program meetings as needed. Government will reimburse travel expenses (IAW Government Travel Regulation). All travel must be pre-approved by the Government. The Government estimates a not to exceed (NTE) amount of \$10,000 for the base year and \$5,000 for each subsequent option year.

#### **CONTRACTING OFFICER REPRESENTATIVE FOR THIS AWARD IS:**

Alexander Vo, PhD  
 USAMRMC – TATRC  
 504 Scott St.  
 Fort Detrick, MD 21702  
 Phone: 409-747-6288

Email: ahvo@utmb.edu

### **CONTRACTING OFFICER REPRESENTATIVE AUTHORITY**

A Contracting Officer's Representative (COR) shall be designated by the Contracting Officer to perform technical liaison between the contractor's management and the Contracting Officer in routine technical matters, such as, prioritization of requirements. Under no circumstances is the COR authorized to effect any changes in the work required under this contract whatsoever, nor to enter into any agreement that has the effect of changing the terms and conditions of this contract, or that causes the contractor to incur any unforeseeable costs. In addition, the COR will not supervise, direct or control contractor employees. Notwithstanding this provision, to the extent that contractor accepts any direction that constitutes a change to this contract without the prior written authorization of the Contracting Officer, costs incurred in connection therewith are incurred at the sole risk of the contractor, and if invoiced under this contract, will be disallowed.

### **CONTRACTING OFFICER AUTHORITY**

The Contracting Officer is the only person authorized to direct changes in any of the requirements under this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event that the contractor effects any such changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and is solely the risk of the contractor.

### **CONTRACT MANPOWER REPORTING**

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor shall report ALL contractor manpower (including sub-contractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://cmra.army.mil>.

The required information includes:

- (1) Contract Number:
- (2) Delivery Order Number: N/A
- (3) Task Order Number: N/A
- (4) Requiring Activity Unit Identification Code (UIC):
- (5) Command:
- (6) Contractor Contact Information:
- (7) Federal Service Code (FSC):
- (8) Direct Labor Hours:
- (9) Direct Labor Dollars:
- (10) Location:

The Contractor Manpower Reporting Application (CMRA) help desk number is 703-377-6199 for any technical questions. As part of its proposal, the contractor shall also provide the estimated total cost (if any) incurred to comply with this reporting requirement. **The reporting period shall be the period of performance ending 30 September of each Government fiscal year and must be reported by 31 October of each calendar year. The contractor shall provide a screen print to demonstrate compliance with this requirement no later than 01 December of each calendar year. Failure may result in withholding of payment of invoices.**

## Section C - Descriptions and Specifications

## CLAUSES INCORPORATED BY FULL TEXT

**CONTRACTOR MANPOWER REPORTING (CMR) - (ACCOUNTING FOR CONTRACT SERVICES)  
(APR 2011) (USAMRAA)**

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including sub-contractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://cmra.army.mil>. The required information includes: (1) Contract Number; (2) Delivery Order Number (If applicable); (3) Task Order Number (If applicable); (4) Requiring Activity Unit Identification Code (UIC); (5) Command; (6) Contractor Contact Information; (7) Federal Service Code (FSC); (8) Direct Labor Hours; (9) Direct Labor Dollars; and, (10) Location. In the event the Contracting Officer's Representative (COR)/Contracting Officer's Technical Representative (COTR) has not entered their data requirements first, the contractor must also enter the COR/COTR required data with the exception of fund cite, obligations, and disbursement data. The CMRA help desk can be reach at 703-695-5103 or 703-695-5058 for any technical questions. The help desk can also be contacted via email: [contractormanpower@hqda.army.mil](mailto:contractormanpower@hqda.army.mil). As part of its quote or offer, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. The reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year.

## CLAUSES INCORPORATED BY FULL TEXT

**EXPORT CONTRACT ACT COMPLIANCE (DEC 2006) (USAMRAA)**

The contractor shall assess the work to be performed in this effort to assure that all actions are in compliance with the Export Administration Regulations, 15 CFR Part 730 (EAR), of the Export Administration Act of 1979, 50 U.S.C. app. 2401-2420 (EAA). Technology listed in the Commerce Control List (CCL), 15 CFR Part 774, of the EAR shall not be exported or exposed to foreign nationals without the written consent of the U.S. Department of Commerce.

**ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST (MAR 1999) (USAMRAA)**

- a. It is recognized by the parties hereto that the effort performed by the contractor under this contract is of a nature that it creates a potential organizational conflict of interest as is contemplated under the FAR Subpart 9.5.
- b. In the performance of this contract, the contractor may have access to data which is procurement sensitive or is proprietary to other companies, Government consultants or advisors, or the Government. The contractor agrees that he will not utilize such procurement sensitive or proprietary data in performance of future competitive contracts, for studies in the same field, procured either through sealed bids or competitive negotiations. The contractor further agrees not to act as a subcontractor or consultant to any other prime contractor or subcontractor seeking to utilize such data.
- c. The contractor will include the provisions of paragraphs a and b in every first tier subcontract for performance of any portion of this requirement.

d. This clause shall have effect from time of award through the end of the performance period.

#### SAFEGUARDING PROPRIETARY INFORMATION (MAY 1999) (USAMRAA)

a. "Proprietary information" shall mean all information, whether disclosed orally, in writings, by drawings, or otherwise relating to the work to be performed under this contract, whether proprietary to the Government or one of its collaborating partners. Proprietary information includes, but is not limited to, information regarding properties, formulae, structures, manufacturing processes, and test results. Information ceases to be proprietary when it is generally available to the public or is available from sources other than the Department of the Army. All information submitted to the contractor under this contract shall be presumed to be proprietary to the Department of the Army or one of its collaborating partners until the Department of the Army announces to the contrary.

b. The contractor shall safeguard proprietary information both during and after the term of this contract, and shall neither appropriate, nor disclose, nor make unauthorized use of the proprietary information received under this contract. The requirements of this paragraph include, but are not limited to, the following:

- (1) Maintenance of a high degree of physical security over proprietary information at all times;
- (2) Discussion of proprietary information only among contractor's employees whose duties and responsibilities require knowledge of that information; and,
- (3) Elimination of proprietary information in open publications by the contractor and its personnel.

c. The contractor shall require all personnel who receive proprietary information to execute the statement in paragraph d below when this contract becomes effective or when first employed (if employed after the contract becomes effective). All statements executed pursuant to this paragraph shall be forwarded to the U.S. Army Medical Research Acquisition Activity when this contract terminates, when the employment ends, or upon request of the Contracting Officer.

d. The following statement shall be executed pursuant to paragraph c above:

I hereby acknowledge that I have been informed that my duties may require that I have access to proprietary information. I understand this proprietary information which I will receive includes, but is not limited to, properties, formulae, structures, protocols, manufacturing processes, and test results.

I agree that I will neither appropriate nor disclose nor make unauthorized use of proprietary information both during and after my employment. I further agree that I will neither include nor draw upon proprietary information received under this contract in open publication. This agreement is executed with the intention that collaborating partners of the United States Government who have submitted information to the Government under non-disclosure obligations shall be third party beneficiary hereunder, and shall have the right to enforce the obligations undertaken herein.

Name:

Date:

e. The contractor shall insert the substance of paragraphs a through d above in each subcontract hereunder. Compliance with the provisions of this clause shall be the responsibility of the contractor.

#### CONTRACTOR IDENTIFICATION (DEC 2005) (USAMRAA)

When contractor personnel perform the services required in this contract on a Government installation they are required to possess and wear an identification badge that displays his or her name and the name of the Company. The contractor shall ensure that contractor personnel identify themselves as contractors when attending meetings, answering Government telephones, providing any type of written correspondence, or working in situations where their actions could be construed as official Government acts.

While performing in a contractor capacity, contractor personnel shall refrain from using their retired or reserve component military rank or title in all written or verbal communications.

#### **KEY PERSONNEL (MAR 1999) (USAMRAA)**

a. The Contractor agrees to utilize the following Key Personnel on this contract:

Clinical Manager  
Physician – Neurologist  
Senior Neurosonologists (4)

b. The above Key Personnel shall be utilized as necessary to fulfill the requirements of this contract.

c. The offerer must provide thorough and detailed documentation of the experience, abilities, and background for Key Personnel under this contract in the form of resumes or equivalent statements of qualifications. Such documentation should include but not be limited to: name, curriculum vitae, type and description of experience.

d. The contractor agrees that during the contract performance period substitution for Key Personnel shall not be permitted unless such substitution is necessitated by sudden illness, death, or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (e) below.

e. All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitution(s), a complete resume for the proposed substitute(s), and any other information requested by the Contracting Officer needed to approve or disapprove the proposed substitution(s). All proposed substitutes shall have qualifications that are equal to or higher than the qualifications of the person to be replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof.

f. If any of the listed Key Personnel are subcontractor personnel, the contractor shall include the substance of this clause in any subcontract which he awards under this contract.

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 27-SEP-2011 TO 26-SEP-2012	N/A	N/A FOB: Destination	
0002	POP 27-SEP-2011 TO 26-SEP-2012	N/A	N/A FOB: Destination	
0003	POP 27-SEP-2011 TO 26-SEP-2012	N/A	N/A FOB: Destination	
0004	POP 27-SEP-2011 TO 26-SEP-2012	N/A	N/A FOB: Destination	
0005	POP 27-SEP-2011 TO 26-SEP-2012	N/A	N/A FOB: Destination	
1001	POP 27-SEP-2012 TO 26-SEP-2013	N/A	N/A FOB: Destination	
1002	POP 27-SEP-2012 TO 26-AUG-2013	N/A	N/A FOB: Destination	
1003	POP 27-SEP-2012 TO 26-SEP-2013	N/A	N/A FOB: Destination	
1004	POP 27-SEP-2012 TO 26-SEP-2013	N/A	N/A FOB: Destination	
2001	POP 27-SEP-2013 TO 26-SEP-2014	N/A	N/A FOB: Destination	
2002	POP 27-SEP-2013 TO 26-SEP-2014	N/A	N/A FOB: Destination	
2003	POP 27-SEP-2013 TO 26-SEP-2014	N/A	N/A FOB: Destination	
2004	POP 27-SEP-2013 TO 26-SEP-2014	N/A	N/A FOB: Destination	

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY FULL TEXT

**ARMY ELECTRONIC INVOICING INSTRUCTIONS (FEB 2006)**

*Contractor shall submit payment request using the following method(s) as mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.*

**XX** *Wide Area Workflow (WAWF) (see instructions below)*

*Web Invoicing System (WInS)(<https://ecweb.dfas.mil>)*

*American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats (<http://www.X12.org> and <http://www.dfas.mil/ecedi>)*

*Other (please specify) \_\_\_\_\_*

*DFAS POC and Phone: \_\_\_\_\_*

**WAWF is the preferred method to electronically process vendor request for payment.** This application allows DOD vendors to submit and track Invoices and Receipt/Acceptance documents electronically. Contractors electing to use WAWF shall (i) register to use WAWF at <https://wawf.eb.mil> and (ii) ensure an electronic business point of contact (POC) is designated in the Central Contractor Registration site at <http://www.ccr.gov> within ten (10) calendar days after award of this contract/order.

**WAWF Instructions**

Questions concerning payments should be directed to the Defense Finance and Accounting Service (DFAS) [Contracting Office **fill in DFAS location here as indicated on your purchase order/contract**] at [Contracting Office **fill in DFAS vendor pay phone number here**] or faxed to [Contracting Office **fill in DFAS vendor pay fax phone number here**]. Please have your purchase order/contract number ready when calling about payments.

You can easily access payment and receipt information using the DFAS web site at <http://www.dfas.mil/money/vendor>. Your purchase order/contract number or invoice number will be required to inquire about the status of your payment.

The following codes and information will be required to assure successful flow of WAWF documents.  
TYPE OF DOCUMENT [Check the appropriate type)

*Commercial Item Financing*

*Construction Invoice (Contractor Only)*

*Invoice (Contractor Only)*

*(Invoice and Receiving Report COMBO)*

**XX** *Invoice as 2-in-1 (Services Only)*

*Performance Based Payment (Government Only)*

*Progress Payment (Government Only)*

\_\_\_\_\_ *Cost Voucher (Government Only)*

\_\_\_\_\_ *Receiving Report (Government Only)*

\_\_\_\_\_ *Receiving Report With Unique Identification (UID) Data (Government Only)*

*UID is a new globally unique "part identifier" containing data elements used to track DoD parts through their life cycle.*

\_\_\_\_\_ *Summary Cost Voucher (Government Only)*

**CAGE CODE:** *[Enter Contractor Cage Code here]*

**ISSUE BY DODAAC:** *[Enter Contracting Office DODAAC here]*

**ADMIN BY DODAAC:** *[Enter office administering contract here]*

**INSPECT BY DODAAC:** *[Enter Inspector's DODAAC here if applicable]*

**ACCEPT BY DODAAC:** *[Enter Acceptor's DODAAC here if applicable]*

**SHIP TO DODAAC:** *[Enter Ship to DODAAC(s) here]*

**LOCAL PROCESSING OFFICE DODDAC:** *[Enter LPO DODAAC here if applicable]*

**PAYMENT OFFICE FISCAL STATION CODE:** *[Enter Fiscal Station CODE]*

**EMAIL POINTS OF CONTACT LISTING:** *(Use Group e-mail accounts if applicable)*

**INSPECTOR:** *[Enter Inspector's email address here]*

**ACCEPTOR:** *[Enter Acceptor's email address here]*

**RECEIVING OFFICE POC:** *[Enter receiving office POC email address here]*

**CONTRACT ADMINISTRATOR:** *[Enter Contract Administrator's email address here]*

**CONTRACTING OFFICER:** *[Enter Contracting Officer's email address here]*

**ADDITIONAL CONTACT:** *[Enter email address(es) here]*

*For more information contact [Enter Contract Specialist's and/or Contracting Officer's name, email and phone here]*

### **CONTRACT CEILING (MAR 1999) (USAMRAA)**

The ceiling price of this contract is \$ \_\_\_\_\_. The contractor agrees that the work performed under this contract shall be accomplished within the specified ceiling price. Unless and until the Contracting Officer has notified the contractor in writing that the ceiling price has been increased and the amount of the increase, any costs incurred in excess of the ceiling price shall be borne by the contractor. The contractor's attention is directed to Section \_\_\_\_\_ of this contract, entitled "Task/Delivery Orders". Contractor entitlement to the monies specified as the contract ceiling is derived solely from the issuance and successful performance of task/ delivery orders against that ceiling amount.

**TRAVEL (JULY 2007) (USAMRAA)**

a. Approval of Foreign Travel. The cost of foreign travel is allowable only when the specific written approval of the Contracting Officer is obtained prior to commencing the trip. Approval shall be requested at least sixty (60) calendar days before the scheduled departure date in order that all necessary clearances may be processed. Each individual trip must be approved separately, even though it may have been included in a previously approved budget. Foreign travel under this contract is defined as any travel outside of the United States and its territories and possessions.

b. Costs incurred by contractor personnel on official company business, whether foreign travel and/or domestic/local travel, are allowable, subject to the limitations contained in the Federal Acquisition Regulation (FAR) clause at 52.216-7, Allowable Cost and Payment, incorporated into this contract.

**PROTECTION OF GOVERNMENT DATA****PROTECTION OF GOVERNMENT DATA AND PERSONALLY IDENTIFIABLE INFORMATION (PII)**

The Contractor shall establish appropriate administrative, technical, and physical safeguards to protect any and all Government data. The Contractor shall also ensure the confidentiality, integrity, and availability of Government data in compliance with all applicable laws and regulations, including data breach reporting and response requirements, in accordance with DFAR Subpart 224.1 (Protection of Individual Privacy), which incorporates by reference DoDD 5400.11, "DoD Privacy Program," May 8, 2007, and DoD 5400.11-R, "DoD Privacy Program," May 14, 2007. The contractor shall also comply with federal laws relating to freedom of information and records management.

**Health Insurance Portability and Accountability Act (HIPAA)**

The Contractor shall comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub. L. 104-191), as implemented by the HIPAA Privacy and Security Rules codified at 45 C.F.R. Parts 160 and 164, and as further implemented within the Military Health System (MHS) by DoD 6025.18-R, "DoD Health Information Privacy Regulation," January 24, 2003, and DoD 8580.02-R, "DoD Health Information Security Regulation, July 12, 2007. The Contractor shall also comply with all applicable HIPAA-related rules and regulations as they are published and as further defined by later-occurring Government requirements and DoD guidance, including current and forthcoming DoD guidance implementing applicable amendments under the American Recovery and Reinvestment Act of 2009 (ARRA). Any rules and regulations that are published, and/or requirements that are defined after the award date of this contract, and that require expenditure of additional Contractor resources for compliance, may be considered "changes" and will be subject to the "changes" clause under the contract.

**Breach Response**

DoD 5400.11-R, "DoD Privacy Program," May 14, 2007, defines a breach as the "actual or possible loss of control, unauthorized disclosure, or unauthorized access of personal information where persons other than authorized users gain access or potential access to such information for other than authorized purposes where one or more individuals will be adversely affected." Within one hour of discovery, the breach must be reported to the US Computer Emergency Readiness Team (US CERT) at <https://forms.us-cert.gov/report/> and to the TMA Privacy Office at [PrivacyOfficerMail@tma.osd.mil](mailto:PrivacyOfficerMail@tma.osd.mil).

The Contractor shall adhere to the reporting and response requirements set forth in the Office of the Secretary of Defense (OSD) Memorandum 1504-07, "Safeguarding Against and Responding to the Breach of Personally Identifiable Information," June 5, 2009; DoD 5400.11-R, and applicable TMA Privacy Office guidance, including current and forthcoming DoD guidance on ARRA breach notification requirements, available at: <http://www.tricare.mil/tma/privacy/breach.aspx>.

**Systems of Records**

In order to meet the requirements of 5 U.S.C. 552a, the Privacy Act of 1974 <<http://www.defenselink.mil/privacy/documents/pa1974.pdf>> , and its implementation within the Military Health System (MHS) under DoD 5400.11-R, " DoD Privacy Program," May 14, 2007, Contractors must identify to the Contracting Officer Representative (COR) systems of records that are maintained or operated for TMA where records of personally identifiable information (PII) collected from individuals are maintained and specifically retrieved using a personal identifier. Upon identification of such systems to the COR, and prior to the lawful operation of such systems, Contractors must coordinate with the TMA Privacy Office at [SORmail@tma.osd.mil](mailto:SORmail@tma.osd.mil) to complete systems of records notices (SORNs) for submission and publication in the Federal Register as coordinated by the Defense Privacy Office, and as required by DoD 5400.11-R.

Following proper SORN publication and Government confirmation of Contractor authority to operate the applicable system(s), Contractors must also comply with the additional systems of records and SORN guidance, in coordination with the TMA Privacy Office, regarding periodic system review, amendments, alterations, or deletions set forth by DoD 5400.11-R, Office of Management and Budget (OMB) Memorandum 99-05, Attachment B, and OMB Circular A-130 <<http://www.whitehouse.gov/omb/circulars/a130/a130trans4.html>> .

#### Privacy Impact Assessment (PIA)

The Contractor shall provide for the completion of a Privacy Impact Assessment (PIA) for any applicable systems that collect, maintain, use or disseminate personally identifiable information (PII) or protected health information (PHI) about members of the public, federal personnel, contractors, or in some cases foreign nationals.

To begin the PIA process, Contractors are responsible for the completion of the PIA Determination Checklist. This Checklist provides basic system information to the TMA Privacy Office and ensures that the appropriate decision concerning PIA requirements is made. The Checklist can be downloaded from <http://www.tricare.mil/tma/privacy/downloads/2010513/TMAPIADeterminationChecklist.pdf>

Contractors are responsible for the employment of practices that satisfy the requirements and regulations of: Section 208 of E-Government (E-Gov) Act of 2002, (Pub. L. 107-347); DoDI 5400.16, "DoD Privacy Impact Assessment (PIA) Guidance," February 12, 2009; and, Office of Management and Budget (OMB) Memorandum 03-22, "OMB Guidance for Implementing the Privacy Provisions of the E-Government Act of 2002," September 26, 2003. When completing a PIA, the Contractor is responsible for using the DoD-approved PIA Template, DD Form 2930, available at <http://www.dtic.mil/whs/directives/infomgt/forms/eforms/dd2930.pdf>.

Completed PIA Determination Checklists and DD Form 2930s will be sent to the TMA Privacy Office at [pia@mail@tma.osd.mil](mailto:pia@mail@tma.osd.mil).

#### Data Use Agreement (DUA)

A Data Use Agreement (DUA) is currently used to request and control the disclosure, use, storage and/or destruction of MHS data that is owned and/or managed by TMA to ensure that applicable privacy and security requirements are followed. In addition, research requests for MHS data that include protected health information (PHI) must be reviewed for HIPAA compliance by the TMA Privacy Board.

Under DoD 6025.18-R, "DoD Health Information Privacy Program," January 24, 2003, reasonable steps must be taken to implement appropriate procedural, administrative, technical and physical safeguards to prevent the unauthorized use and/or disclosure of any personally identifiable information (PII) or PHI. Likewise, all uses, disclosures, and destruction of PII and PHI data are generally subject to DoD 5400.11-R, "DoD Privacy Program," May 14, 2007, as well as DoDI 8500.2, "Information Assurance (IA) Implementation," Feb. 6, 2003, and DoD 8580.02-R, "DoD Health Information Security Regulation," July 12, 2007.

To begin the DUA request process, the contractor should choose the applicable request template at <http://www.tricare.mil/tma/privacy/Templates.aspx>, or should contact [DUAMail@tma.osd.mil](mailto:DUAMail@tma.osd.mil). After receiving DUA approval, anyone needing access to information system applications or data sources must contact the responsible system program office. DUAs are active for one year, or until the end of the current option year, whichever comes first. If the DUA will not be renewed, the TMA contractor must provide a Certificate of Data Destruction (CDD) to the TMA Privacy Office.

#### Privacy Act and HIPAA Training

The Contractor shall ensure that all staff including subcontractors and consultants comply with the training requirements of the Privacy Act of 1974 (5 U.S.C. 552a) and Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub. L. 104-191). The training requirements are mandated by OSD Memorandum 15041-07, "Safeguarding Against and Responding to the Breach of Personally Identifiable Information": DoD 6025.18-R, "DoD Health Information Privacy Regulation", January 24, 2003; and the TMA Workforce Training Policy Memorandum, dated May 28, 2008, on the subject, "Workforce Training Policy Pursuant to the Department of Defense Privacy Act Regulations and the Department of Defense Health Insurance Portability and Accountability Act Privacy and Security Regulations".

The Contractor shall ensure that the annual Privacy Act and HIPAA training is completed by all staff assigned to or performing on this Task Order, including subcontractors and consultants. All required Privacy Act and HIPAA training will be conducted online through Military Health System Learn (MHS Learn) at <https://mhslearn.csd.disa.mil> <<https://mhslearn.csd.disa.mil>> or the current TMA learning management system (LMS) in place to deliver training to meet the above requirements. The Contractor shall ensure all employees and subcontractors supply a certificate of Privacy Act and HIPAA training completion to the Contracting Officer Representative (COR) within 30 days of being assigned to the Task Order and on an annual basis based on the trainee's birth month thereafter.

Records Management When creating and maintaining official government records, the Contractor shall comply with all federal requirements established by 44 United States Code (USC), 41 USC, 36 Code of Federal Regulations (CFR), Department of Defense (DOD) Administrative Instruction No. 15 (DOD AI-15), "Records Management, Administrative Procedures and Records Disposition Schedules," and Chapter 2 of the TRICARE Operations Manual.

Freedom of Information Act (FOIA) Office TRICARE Freedom of Information (FOIA) procedures require a written request under the Act to be addressed to the FOIA Officer, TMA, 16401 East Centretech Parkway, Aurora, Colorado 80011-9066. The request shall describe the desired record as completely as possible to facilitate its retrieval from files and to reduce search fees which may be borne by the requestor. No more than ten working days shall elapse after a request has been received by the Freedom of Information Officer before notification is sent that the request has been granted or denied. The administrative time limit for responding to FOIA requests does not begin until the request is received by TMA.

In response to requests received by contractors for the release of information, unclassified information, documents and forms which were previously provided to the public as part of routine services shall continue to be made available in accordance with previously established criteria. All other requests from the public for release of TRICARE records and, specifically, all requests that reference the Freedom of Information Act shall be immediately forwarded to TMA, ATTENTION: Freedom of Information Officer, for appropriate action. Direct contact, including interim replies, between TRICARE contractors and such requestors is not authorized. The contractor shall process requests by individuals for access to records about themselves under the Privacy Act procedures when those procedures are more advantageous to the requestor."

HIPAA Business Associate Agreement:

#### Introduction

In accordance with DoD 6025.18-R "Department of Defense Health Information Privacy Regulation," January 24, 2003, the Contractor meets the definition of Business Associate. Therefore, a Business Associate Agreement is required to comply with both the Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security regulations. This clause serves as that agreement whereby the Contractor agrees to abide by all applicable HIPAA Privacy and Security requirements regarding health information as defined in this clause, and in DoD 6025.18-R and DoD 8580.02-R, as amended. Additional requirements will be addressed when implemented.

(a) Definitions. As used in this clause generally refer to the Code of Federal Regulations (CFR) definition unless a more specific provision exists in DoD 6025.18-R or DoD 8580.02-R.

Individual has the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

Protected Health Information has the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by the Contractor from or on behalf of the Government pursuant to the Contract.

Electronic Protected Health Information has the same meaning as the term "electronic protected health information" in 45 CFR 160.103.

Required by Law has the same meaning as the term "required by law" in 45 CFR 164.103.

Secretary means the Secretary of the Department of Health and Human Services or his/her designee.

Security Rule means the Health Insurance Reform: Security Standards at 45 CFR part 160, 162 and part 164, subpart C.

Terms used, but not otherwise defined, in this Clause shall have the same meaning as those terms in 45 CFR 160.103, 160.502, 164.103, 164.304, and 164.501.

(b) The Contractor shall not use or further disclose Protected Health Information other than as permitted or required by the Contract or as Required by Law.

(c) The Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Contract.

(d) The Contractor agrees to use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits in the execution of this Contract.

(e) The Contractor shall, at their own expense, take action to mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of Protected Health Information by the Contractor in violation of the requirements of this Clause. These mitigation actions will include as a minimum those listed in the TMA Breach Notification Standard Operating Procedure (SOP), which is available at: <http://www.tricare.mil/tma/privacy/breach.aspx>.

(f) The Contractor shall report to the Government any security incident involving protected health information of which it becomes aware.

(g) The Contractor shall report to the Government any use or disclosure of the Protected Health Information not provided for by this Contract of which the Contractor becomes aware.

(h) The Contractor shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Contractor, on behalf of the Government, agrees to the same restrictions and conditions that apply through this Contract to the Contractor with respect to such information.

(i) The Contractor shall ensure that any agent, including a subcontractor, to whom it provides electronic Protected Health Information, agrees to implement reasonable and appropriate safeguards to protect it.

(j) The Contractor shall provide access, at the request of the Government, and in the time and manner reasonably designated by the Government to Protected Health Information in a Designated Record Set, to the Government or, as directed by the Government, to an Individual in order to meet the requirements under 45 CFR 164.524.

(k) The Contractor shall make any amendment(s) to Protected Health Information in a Designated Record Set that the Government directs or agrees to pursuant to 45 CFR 164.526 at the request of the Government, and in the time and manner reasonably designated by the Government.

(l) The Contractor shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Contractor, on behalf of the Government, available to the Government, or at the request of the Government to the Secretary, in a time and manner reasonably designated by the Government or the Secretary, for purposes of the Secretary determining the Government's compliance with the Privacy Rule.

(m) The Contractor shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(n) The Contractor shall provide to the Government or an Individual, in time and manner reasonably designated by the Government, information collected in accordance with this Clause of the Contract, to permit the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

#### General Use and Disclosure Provisions

Except as otherwise limited in this Clause, the Contractor may use or disclose Protected Health Information on behalf of, or to provide services to, the Government for treatment, payment, or healthcare operations purposes, in accordance with the specific use and disclosure provisions below, if such use or disclosure of Protected Health Information would not violate the HIPAA Privacy Rule, the HIPAA Security Rule, DoD 6025.18-R or DoD 8580.02-R if done by the Government.

#### Specific Use and Disclosure Provisions

(a) Except as otherwise limited in this Clause, the Contractor may use Protected Health Information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.

(b) Except as otherwise limited in this Clause, the Contractor may disclose Protected Health Information for the proper management and administration of the Contractor, provided that disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this Clause, the Contractor may use Protected Health Information to provide Data Aggregation services to the Government as permitted by 45 CFR 164.504(e)(2)(i)(B).

(d) Contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

#### Obligations of the Government

##### Provisions for the Government to Inform the Contractor of Privacy Practices and Restrictions

(a) The Government shall provide the Contractor with the notice of privacy practices that the Government produces in accordance with 45 CFR 164.520.

(b) The Government shall provide the Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect the Contractor's permitted or required uses and disclosures.

(c) The Government shall notify the Contractor of any restriction to the use or disclosure of Protected Health Information that the Government has agreed to in accordance with 45 CFR 164.522.

#### Permissible Requests by the Government

The Government shall not request the Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the HIPAA Privacy Rule, the HIPAA Security Rule, or any applicable Government regulations (including without limitation, DoD 6025.18-R and DoD 8580.02-R) if done by the Government, except for providing Data Aggregation services to the Government and for management and administrative activities of the Contractor as otherwise permitted by this clause.

#### Termination

(a) Termination. A breach by the Contractor of this clause, may subject the Contractor to termination under any applicable default or termination provision of this Contract.

(b) Effect of Termination.

(1) If this contract has records management requirements, the records subject to the Clause should be handled in accordance with the records management requirements. If this contract does not have records management requirements, the records should be handled in accordance with paragraphs (2) and (3) below

(2) If this contract does not have records management requirements, except as provided in paragraph (3) of this section, upon termination of this Contract, for any reason, the Contractor shall return or destroy all Protected Health Information received from the Government, or created or received by the Contractor on behalf of the Government. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall retain no copies of the Protected Health Information.

(3) If this contract does not have records management provisions and the Contractor determines that returning or destroying the Protected Health Information is infeasible, the Contractor shall provide to the Government notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Government and the Contractor that return or destruction of Protected Health Information is infeasible, the Contractor shall extend the protections of this Contract to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such Protected Health Information.

#### Miscellaneous

(a) Regulatory References. A reference in this Clause to a section in DoD 6025.18-R, DoD 8580.02-R, Privacy Rule or Security Rule means the section currently in effect or as amended, and for which compliance is required.

(b) Survival. The respective rights and obligations of Business Associate under the "Effect of Termination" provision of this Clause shall survive the termination of this Contract.

(c) Interpretation. Any ambiguity in this Clause shall be resolved in favor of a meaning that permits the Government to comply with DoD 6025.18-R, DoD 8580.02-R, the HIPAA Privacy Rule or the HIPAA Security Rule.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.212-4	Contract Terms and Conditions--Commercial Items	JUN 2010
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-1	Type Of Contract	APR 1984
52.216-7	Allowable Cost And Payment	JUN 2011
52.216-27	Single or Multiple Awards	OCT 1995
52.217-5	Evaluation Of Options	JUL 1990
52.217-8	Option To Extend Services	NOV 1999
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.245-9	Use And Charges	AUG 2010
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7006	Billing Instructions	OCT 2005
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2011)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (JUL 2010) (Pub. L. 111-5).

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note).

(7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161).

\_\_\_ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (JAN 2011) (15 U.S.C. 657a).

\_\_\_ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (10) [Reserved].

\_\_\_ (11)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.

\_\_\_ (12)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.

**X** (13) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637 (d)(2) and (3)).

**X** (14)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9

**X** (iii) Alternate II (OCT 2001) of 52.219-9.

\_\_\_ (iv) Alternate III (JUL 2010) of 52.219-9.

**X** (15) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

**X** (16) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (17)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.

\_\_\_ (18) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (19) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

X (21) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

\_\_\_ (22) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2011).

\_\_\_ (23) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2011).

X (24) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

X (25) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

X (26) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X (27) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

X (28) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

X (29) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

X (30) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

X (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (32) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_ (33) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

- \_\_\_ (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)
- \_\_\_ (35)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423) .
- \_\_\_ (ii) Alternate I (DEC 2007) of 52.223-16. .
- X (36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011).
- \_\_\_ (37) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- \_\_\_ (38)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- \_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.
- \_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.
- \_\_\_ (39) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (40) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))
- \_\_\_ (44) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (45) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- \_\_\_ (46) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)
- \_\_\_ (47) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

(48) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(49)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

\_\_\_\_\_

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

(1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

(8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 1998) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2011)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1)  252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2)  252.203-7003, Agency Office of the Inspector General (SEP 2010) (Section 6101 of Pub. L. 110-252, 41 U.S.C. 3509 note).

(3)  252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(4)  252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (OCT 2010) (15 U.S.C. 637).

(5)  252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

(6)(i) \_\_\_ 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(ii) \_\_\_ Alternate I (DEC 2010) of 252.225-7001.

(7) \_\_\_ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) \_\_\_ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2011) (10 U.S.C. 2533b).

(9)  252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).

- (10) \_\_\_ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (11) \_\_\_ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (12) (i) \_\_\_ 252.225-7021, Trade Agreements (JUN 2011) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (ii) \_\_\_ Alternate I (SEP 2008)
- (iii) \_\_\_ Alternate II (DEC 2010) of 252.225-7021.
- (13) \_\_\_ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (14) \_\_\_ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (15) (i) \_\_\_ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (DEC 2010) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) \_\_\_ Alternate I (JUL 2009) of 252.225-7036.
- (iii) \_\_\_ Alternate II (DEC 2010) of 252.225-7036.
- (iv) \_\_\_ Alternate III (DEC 2010) of 252.225-7036.
- (16) \_\_\_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (17) \_\_\_ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- (18) \_\_\_ 252.227-7015, Technical Data--Commercial Items (MAR 2011) (10 U.S.C. 2320).
- (19) \_\_\_ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (20) X 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (21) \_\_\_ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- (22) \_\_\_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (23) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (24) \_\_\_ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010) (Section 807 of Public Law 111-84).
- (25) \_\_\_ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).

(26)(i) X 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) \_\_\_ Alternate I (MAR 2000) of 252.247-7023.

(iii) \_\_\_ Alternate II (MAR 2000) of 252.247-7023.

(iv) \_\_\_ Alternate III (MAY 2002) of 252.247-7023.

(27) X 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).

(4) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(5) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

**PROTECTION OF GOVERNMENT-PROVIDED COMMUNICATIONS SYSTEMS AND OTHER RESOURCES (DEC 2006)(USAMRAA)**

The Contractor acknowledges its obligation to protect Government-provided communications systems, and other Government-provided resources, from misuse by its employees. Contractor employees shall not use Government communications systems, or other resources, for unauthorized purposes, such as, but not limited to, those discussed in the Joint Ethics Regulation, DoD 5500.7-R, Paragraphs 2-301a and 2-301b. Upon discovery of such misuses, the Government shall have the sole contractual right to have any such offending Contractor employee removed from the Government contract without any reduction of, or delay in, the Contractor's performance or delivery obligations.

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) Definitions. As used in this provision --

“Economically disadvantaged women-owned small business (EDWOSB) Concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Inverted domestic corporation, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Subsidiary means an entity in which more than 50 percent of the entity is owned--

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)", means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs -----.

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.) These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It [ ] is, [ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It [ ] is, [ ] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: \_\_\_\_\_. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

---

(10) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ) has, ( ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(11) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act--Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
-	-
_____	_____
-	-
_____	_____
-	-

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
-	-
_____	_____
-	-
_____	_____
-	-

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.  
 (2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
_____
—
_____
—
_____
—

[List as necessary]

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
-	-
_____	_____
-	-
_____	_____
-	-

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals ( ) are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) ( ) are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ( ) Have, ( ) have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

## (ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).*]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin

(2) *Certification.* [*If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.*]

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2)  Outside the United States.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2)  Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

*[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]*

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror (  ) does (  ) does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror (  ) does (  ) does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

( ) TIN: -----.

( ) TIN has been applied for.

( ) TIN is not required because:

( ) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

( ) Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other -----.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name -----.

TIN -----.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Sanctioned activities relating to Iran.

(1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

\_\_\_Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

## Section L - Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE

52.214-21	Descriptive Literature	APR 2002
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.217-5	Evaluation Of Options	JUL 1990
52.233-2	Service Of Protest	SEP 2006
52.233-3	Protest After Award	AUG 1996
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
52.252-2	Clauses Incorporated By Reference	FEB 1998

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUN 2008)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(1) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an

offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR

Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

## **A. SUBMISSION OF PROPOSALS**

Introduction and Purpose - This section specifies the format and content that offerors shall use in responding to this Request for Proposal (RFP). The intent is not to restrict the offerors in the manner in which they will perform their work, but rather to ensure a certain degree of uniformity in the format of the responses for evaluation purposes. Offerors shall submit a proposal that is legible and comprehensive enough to provide the basis for a sound evaluation by the Government. Information provided should be precise, factual, and complete. Legibility, clarity, completeness, and responsiveness are of the utmost importance. Any proposal which does not provide, as a minimum, that which is required in this solicitation may be determined to be substantially incomplete and not warrant any further consideration.

The Government intends to evaluate proposals and award without discussions with contractors. Therefore, the contractor's initial proposal should contain the contractor's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions, the Contracting Officer (KO) determines that it is deemed necessary later. The Government may reject any or all proposals if such action is in the Government's best interest; accept other than the lowest proposal; and waive informalities and minor irregularities in proposals received.

**SUBMISSION OF PROPOSALS:** Proposals shall be submitted and received in three (3) Volumes and no later than **09 September 2011 by 12:00 Noon EDT**.

Volume 1 – TECHNICAL PROPOSAL

Volume 2 - PAST PERFORMANCE/PERFORMANCE RISK

Volume 3 – PRICE PROPOSAL& SMALL BUSINESS PARTICIPATION(SMALL BUSINESS  
SUBCONTRACTING PLAN IF APPLICABLE)

1. Each volume shall be separate and complete, so that the evaluation of each one may be accomplished independently and concurrently with, evaluation of the others. Each Volume shall be as an individual file submitted electronically (via email) in Microsoft Office Applications (i.e. MS Word, Excel) to Mr. Terry Bice, Contract Specialist, at [terry.g.bice@amedd.army.mil](mailto:terry.g.bice@amedd.army.mil) , by September 09, 2011, 12:00 Noon EDT.
2. All questions in reference to this solicitation shall be submitted in writing via email no later than **31 August 2011 by 3:00 PM EDT and closing date for receipt of proposal is 09 September 2011 by 12:00 Noon EDT.** Questions are to be submitted to both Mr. Terry Bice, Contract Specialist at [terry.g.bice@amedd.army.mil](mailto:terry.g.bice@amedd.army.mil) and Ms. Pamela.Nevels, Contracting Officer at [Pamela.nevels@us.army.mil](mailto:Pamela.nevels@us.army.mil). Include the follow subject line: the solicitation number: W81XWH-11-R-0373 and project title, company name, and point of contact information.. Questions will not be addressed by telephone. Responses to all questions will be provided by amendment to the solicitation. In the event that multiple questions address the same issue, the Government reserves the right to answer a representative question that best exemplifies the issue. No additional questions will be accepted after the stated date(s).
3. Offerors shall refer to FAR 52.212-1, Instructions to Offerors Provisions, for general instructions on: submission, modification, revision and withdrawal of proposals; late proposals and revisions; offer expiration date; restrictions on disclosure and use of data; and contract award. Contractors shall complete and submit proposals prior to the time specified in Block 8 of the standard form (SF) 1449 in order to be considered for award. Proposals shall be received before the closing date and time specified in the RFP or the proposal will be considered untimely and may be rejected.
4. Evaluation of Proposals: The Government will evaluate proposals in accordance with the evaluation criteria set forth in the RFP.
5. An offeror's proposal shall stipulate that it is predicated upon all the terms and conditions of this RFP.
6. It is understood that the offeror's proposal will become part of the official contract file.

## **B. PROPOSAL FORMATTING & PACKAGING GUIDELINES**

1. **Format.** The Government's preferred format is as follows: The submission should be clearly indexed and logically assembled. Each volume should be clearly identified and should begin at the top of a page. All pages of each volume should be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer. The proposal shall be clear and legible. Attachments shall conform to the following guidelines:

- **Type Font:** 12 point, 10 pitch (Times New Roman)
- **Spacing:** Single-spacing between lines of text; double-sided (duplex)
- **Margins:** 1.0 inches on all sides
- **Acronyms:** Spell out all acronyms the first time when they are used. One page following the proposal body is allocated to spell out acronyms, abbreviations and symbols.
- **Language:** English
- **Format:** Microsoft Office Applications (i.e. MS Word, Excel)
- **Graphics & Tables:** 8 point, 10 pitch (Arial).

In addition, each paragraph should be separated by at least one blank line. A standard, 12-point minimum font size applies. Times New Roman font is preferred. Tables and illustrations may use a reduced font size not less than 8-point and may be landscape.

2. File Packaging. None of the proposal files shall be compressed (zipped). Zipped files cannot be opened by the Contracting Office.

3. Page Limitations. Page limitations shall be treated as maximums. If exceeded, the excess pages will not be considered in the evaluation of the proposals and will be destroyed without review. Volume 1 shall be tabbed to separate major sections. Offerors may also tab the OCI Mitigation Plan and the draft QCP, and the draft Recruitment/Retention Plan. Tabs will not count against the indicated page limits and shall contain no other information besides tab title. Volume 2 shall be tabbed to separate major sections—e.g., Past Performance/Performance Risk. Offerors shall provide the number of hard and electronic file copies as follows:

CD	Contents	Title	Number of Electronic Copies
A	Volume 1	Technical Proposal (Technical Approach, Personnel Qualifications, Corporate Experience)	1
B	Volume 2	Past Performance/Performance Risk	1
C	Volume 3	Price Proposal/Small Business Participation/Small Business Subcontracting Plan	1

4. Electronic Copies. Each Volume shall be submitted electronically (via email) in Microsoft Office

Applications (i.e. MS Word, Excel)

### C. VOLUME CONTENT

#### 1. Volume 1

The Technical Proposal is required to meet all requirements of the RFP, not just Evaluation Factors to be eligible for award. The Offeror shall submit a proposal comprehensive enough to provide the basis for a sound evaluation by the Government. The Technical Proposal shall not exceed 50 pages. Pages exceeding the specific page limitation will be removed and not forwarded for evaluation. The Technical Proposal must include a discussion of the Offeror's methodology to meet all the requirements of the contemplated award. The Technical discussion shall be specific, detailed, and complete enough to clearly and fully demonstrate that the Offeror understands the requirements and the inherent problems associated with the objectives of this procurement. Stating that the Offeror understands and will comply with the specifications, or paraphrasing the specifications is inadequate as are phrases such as, "Standard procedures will be employed" and "Well-known techniques will be used." The Technical Proposal must be sufficient as to how the Offeror proposes to comply with the requirements including a full explanation of the techniques and procedures the Offeror proposes to follow.

Technical Proposals shall also include a draft Quality Control Plan.

#### (a) Understanding the Requirements-Technical/Management Approach

Understanding the requirements as demonstrated by the adequacy of the Offeror's technical and management approach to successfully perform the requirements of PWS

The Offeror shall provide the following information, at a minimum:

(i) A proposed approach to meeting the requirements of the PWS in providing TCD services. The Offeror shall identify the personnel considered to be key personnel in meeting the requirements of the PWS.

The Government is seeking the best level of effort and labor mix your company feels is right to accomplish the mission contained in the PWS.

(b) Personnel Qualifications

The Offeror shall provide the following information, at a minimum: (1) Resumes of the Offeror's proposed Key Personnel to include relevant education, training, and credentials. Key personnel shall be current employees of the Offeror or have signed letters of commitment and contingent offers provided in the Offeror's proposal.

(c) Corporate Experience. Demonstration of the Offeror's experience in providing TCD Services in contracts of similar size and scope.

The Offeror shall describe awards of a nature and complexity similar to this proposed service contract in which the Offeror is presently performing or has performed in the past (within last 5 years) for like or similar services. The Offeror must demonstrate relevant experience in supporting government agencies (federal, state or local) and/or commercial entities that perform TCD Services as described in the PWS.

2. Volume 2 - PAST PERFORMANCE/PERFORMANCE RISK & SUBCONTRACTING PLAN

(a) Past Performance/Performance Risk

The Offeror shall describe awards of a nature and complexity similar to this proposed service contract and provide references in which the Offeror is presently performing or has performed in the past (within last 3 years) for the same or similar services. The past performance can be Government and/or commercial in nature.

Each contract description should provide the following information: Project or contract title; award number, contracting agency, type of contract, and total dollar value; date of contract and period of performance; Government agency or firm for which the work has been performed, including address, points of contact (project manager and contracting officer, name, title, address and telephone number; brief description of the contract work, scope and responsibilities; the average number of personnel (key and other personnel) assigned to the respective contract(s). In addition, a brief description of how the cited work is the same or similar to the proposed effort being submitted.

The Past Performance Proposal may not exceed 10 pages inclusive of references.

Sample format for past performance information:

Contracting Organization:	
Contract Number:	
Contract Type:	
Period of Performance:	
Current Contract Value:	
Contact Person:	

DESCRIPTION OF WORK: (Provide a synopsis of work performed).

Past performance provided shall include both prime and subcontractor experience. Offerors shall describe problems encountered in the performance of similar services and describe how the problem(s) was/were resolved. **The Offeror shall have the referenced sources submit a Past Performance Questionnaire (Attachment 1) directly to the Contract Specialist, Mr. Terry Bice via email to [terry.g.bice@amedd.army.mil](mailto:terry.g.bice@amedd.army.mil) prior to the closing date of the solicitation.** Past performance information obtained by the Government from other sources may also be used

for evaluation. The information gathered will be used to assess the relevancy of previous services performed and to determine the degree of performance risk involved in accepting each Offeror's proposal. In the event an established Offeror is simply without a record of past performance, the Offeror's lack of past performance will be evaluated as an unknown risk having no favorable or unfavorable impact on the evaluation.

(b) Small Business Participation

All offerors, both small and large businesses, are required to submit Small Business Participation Plan information in the following format in accordance with DFARS 215.304 that shall include the following:

(i) Type of Business of Prime Contractor: Check all applicable boxes

- Large
- Small (also check type of Small Business below)
- Small NonDisadvantaged Business
- Small Disadvantaged Business
- Woman Owned Small Business
- HUB Zone Small Business
- Veteran Owned Small Business
- Service Disabled Veteran Owned Small Business
- Historically Black College and Universities/ Minority Institutions

(ii) Total Contract Value: (Include options, etc) \$\_\_\_\_\_

(iii) Dollar Value of your participation as a Prime Contractor: \$\_\_\_\_\_

(iv) Dollar Value and Percentage of Total Contract Value of Subcontracts Planned for:

	<u>Dollar Value</u>	<u>% of Total Contract Value</u>
Large	\$_____	%_____
Total Small	\$_____	%_____
Small NonDisadvantaged	\$_____	%_____
Small Disadvantaged	\$_____	%_____
Woman Owned Small	\$_____	%_____
HUB Zone Small	\$_____	%_____
Veteran Owned Small	\$_____	%_____
Service Disabled Veteran	\$_____	%_____
Owned Small		
HBCU/ Minority Institutions	\$_____	%_____

(v) Each participation percentage above shall be accompanied by detailed supporting documentation regarding the individual commitments. Detailed explanations shall also be provided when the percentages fall short of the DoD goals. **NOTE:** The sum of the dollar values and percentages of Small Non-Disadvantaged and Small Disadvantaged should equal the entries for Total Small. However, the sum of all the percentages under Paragraph (iv) need not equal 100% since the prime is not included and individual subcontractors may be counted towards more than one category. All percentages should use TOTAL CONTRACT VALUE as a baseline. Detailed explanations shall also be provided when the percentages fall short of the Small Business Goals listed below:

<b>Small Business Category</b>	<b>Goal</b>
Total Small	34.5%
Small Non-Disadvantaged	24.5%

Woman Owned Small	5%
Service Disabled Veteran Owned Small Business	5%

(vi) List principal supplies/services (be specific) to be subcontracted to:

Name of Company	Type of Service/Supply
-----------------	------------------------

Large:

Small:

Small NonDisadvantaged:

Small Disadvantaged:

Woman Owned

Small:

HUB Zone Small:

Veteran Owned Small Business:

Service Disabled Veteran Owned Small:

HBCU/ Minority Institution:

**NOTE:** For purpose of subcontracting, Historically Black Colleges and Universities/Minority Institutions (HBCUs/MIs) are considered as disadvantaged and should be broken out separately.

(vii) Prior Performance Information: Provide any information substantiating the Offerors track record of utilizing small business on past contracts. For Large Business: include ACO rating and SF 295 Information. For Large and Small businesses: provide descriptive information for all small business categories. Any information concerning long-term relationships with Small Business subcontractors, such as mentor-protégé relationships, should be provided.

(viii) Extent of Commitment: Provide documentation regarding enforceable commitments to utilize any Small Business category, as defined in FAR Part 19, as subcontractors.

(ix) Each Large Business Offeror shall provide a Small Business Subcontracting Plan that contains all the elements required by FAR 52.219-9. This plan shall be submitted separately from the Small Business Participation Plan information required above, which applies to both large and small businesses. The Small Business Subcontracting Plan is not a requirement for evaluation in source selection, but rather a requirement for award to a large business and will be incorporated into any resultant contract.

### 3. Volume 3 – PRICE PROPOSAL

Price Proposal shall consist of the following parts:

- Fully burdened hourly labor rates for all suggested labor categories and any additional proposed labor categories proposed.. The proposal shall include the rate for all Contract Line Item Numbers (CLINS) stated in Section B.2, Price/Cost Schedule of the SF 1449, with exception of Travel, which has already been estimated by the Government.
- Pricing information relating to Contractor Manpower Reporting requirements.
- Representations and Certifications as required below.
- Signed SF1449 and required acknowledged solicitation amendments.

Solicitation, Offer and Award - Each Offeror shall complete (fill-in and signatures) Section A of the solicitation (Standard Form 1449 (SF 1449), Solicitation, Offer and Award provided with the solicitation. An authorized official of the firm shall sign the SF 1449 and acknowledge receipt of all amendments issued. An Acrobat PDF file shall be created to capture the signatures for submission.

Offeror Representations and Certifications - The Offeror shall complete the annual representations and certifications electronically through the Online Representations and Certifications Application (ORCA) at <http://orca.bpn.gov>. In addition to submission to ORCA, the Offeror shall provide completed FAR 52.212-3 provision, Offeror Representations and Certifications – Commercial Items.

The business proposal should be specific and complete in every detail. The method of payment is electronic transfer of funds using Wide Area Workflow (WAWF).

(End of provision)

## Section M - Evaluation Factors for Award

### CLAUSES INCORPORATED BY FULL TEXT

#### 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

##### 1. BASIS FOR AWARD

a. Proposals will be judged on the basis of best overall value to the government. The evaluation factors are listed in descending order of importance, except that Technical Approach, Personnel Qualifications, and Corporate Experience are equal and, when combined, are significantly more important than Past Performance. Past Performance is significantly more important than the Small Business Participation and Price (Note: A Large Business concern must submit a Small Business Subcontracting Plan to be considered for award). Price is the least important factor. All evaluation factors, when combined are significantly more important than price.

b. The offeror's approach must be sound and demonstrate that the contractor has a thorough understanding of The Army's Medical Department's Transcranial Doppler Program, also known as the AMEDD TCD Program, requirements and existing capabilities or similar TCD programs. The offeror must also provide a plan of action that clearly details their capability to provide HIPAA compliant secure connections between patients and providers. The offeror's plan should clearly address their capability with regard to conducting TCD in-service training, monitoring and executing TCD studies, and providing interpretive analyses of TCD data. Personnel qualifications must meet or exceed the capabilities required for successful performance of the requirements of the Performance Work Statement (PWS).

##### 2. FACTORS TO BE EVALUATED

The following factors shall be used to evaluate offers in descending order of precedence:

1. Technical Approach
2. Personnel Qualifications
3. Corporate Experience
4. Past Performance
5. Small Business Participation
6. Price

##### 3. EVALUATION APPROACH

Factors will be evaluated as follows:

**Technical Approach:** Understanding the requirements as demonstrated by the adequacy of the offeror's approach to perform the PWS to include a draft Quality Control Plan. A final quality control plan will be required ten days after contract award.

**Personnel Qualification:** Competency and likely effectiveness of the offeror's personnel as determined by education and relevant experience, including relevant experience in TCD services. Key personnel resumes will be evaluated based on the relevance of the individual's education and experience relative to the PWS.

**Corporate Experience:** Extent and nature of experience of the offeror in providing TCD services in contracts (Government or commercial) of similar size and scope.

**Past Performance:** The offeror will be evaluated on the degree of confidence the Government has in the offeror's ability to provide the requirements of the solicitation based on the offeror's demonstrated record of performance on recent relevant efforts. The Government shall assess the relevancy of the experience and if relevant, evaluate the offeror's past performance (how well the offeror performed on the referenced projects). If the offeror has no relevant past performance references, it will be evaluated as Neutral.

**Small Business Participation:** Extent of participation of small business concerns in accordance with FAR 15.304 (c), FAR 19.1202, and DFARS 215.304(c)(i) Note: Large Business concerns must submit a Small Business Subcontracting Plan in addition to the Small Business Participation Plan to be considered for award.

**Price:** The proposed price will be evaluated to determine if it is fair and reasonable. In addition, to determine reasonableness of the proposed price, a cost realism analysis may be performed. Price will be evaluated separately from the non-price factors.

Proposals which are unrealistic in terms of technical commitment or unrealistically low in price will be deemed to show an inherent lack of technical competence or failure to comprehend the complexity and risk of the contract requirements. This may be grounds for the rejection of the proposal. The Government may reject any proposal that is unreasonable or materially unbalanced as to prices for basic and option year quantities. An unbalanced proposal is one that incorporates prices significantly less than cost for some items and/or prices that are significantly overstated for other items.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

To receive consideration for award, a rating of no less than "Acceptable" must be achieved. The offerors are cautioned that the award may not necessarily be made to the lowest cost offered.

(End of provision)